

EXHIBIT G



Toppos Rental Manufactured Homes Program Letter

BORROWER: TOPPOS, LLC and such other affiliates approved by Northpoint (collectively "**Borrower**")

PROGRAM: Financing of manufactured homes to be rented out to certain customers of the Borrower ("**Rental Units**")

FINANCING BY: Northpoint Commercial Finance LLC ("**Northpoint**")

FINANCED AMOUNT(S): Rental Home Units currently financed by other lenders will be refinanced at the greater of a) payoff amount owed to current lender of home; or b) 90% of the wholesale value of home as determined via the National Automobile Dealers Association ("**NADA**") value to be determined by Northpoint.

Manufactured homes currently financed under the Time Out Communities, LLC ("**Time Out**") pay as sold floorplan line of credit with Northpoint that become Rental Units will be financed at the current outstanding balance owed to Northpoint.

All other Rental Units that are financed directly to the Rental line as purchased from Manufacturers will be financed at 100% of the invoice cost.

INTEREST RATE: The interest rate billed to the Borrower on each Rental Unit will be based on the total outstanding balance for all Rental Units financed under this program as set forth below:

Outstanding balance of greater than \$15M ("**Tier 1**")
Benchmark Rate + 5.90%

Outstanding balance greater than \$10M but equal to or less than \$15M ("**Tier 2**")
Benchmark Rate + 6.15%

Outstanding balance greater than \$5M but equal to or less than \$10M ("**Tier 3**")
Benchmark Rate + 6.40%

Outstanding balance equal to or less than \$5M ("**Tier 4**")
Benchmark Rate + 6.65%

Rates will be fixed for the first 30 months at the "Benchmark +" rate that is in place at the end of the first month that the unit is initially financed on the rental line. After month 30 the rate will adjust to the current "Benchmark +" rate in effect at that time.

Notwithstanding the foregoing, for the first 120 days after the first Rental Unit is financed under this program (the "**Ramp Up Period**"), each Rental Unit shall accrue interest at the Tier 2 interest rate; provided, however, if the total outstanding balance under this program at any time exceeds \$15M during the Ramp Up Period, then each Rental Unit shall accrue

interest at the Tier 1 interest rate for such time as the outstanding balance exceeds \$15M. After the end of the Ramp Up Period, each Rental Unit shall accrue interest at the rates set forth above.

"Benchmark Rate" means LIBOR Replacement (including without notice or further consent or action LIBOR Replacement replacing LIBOR for all loans made prior to January 1, 2022). "LIBOR Replacement" means a variable rate adjusted monthly that for any calendar month is equal to the greater of (i) SOFR plus 0.1145% and (ii) 0.00%. "SOFR" means a variable rate adjusted monthly that for any calendar month is equal to the highest interest rate (rounded upwards, if necessary, to the nearest 1/1000th of 1%) published by the Federal Reserve Bank of New York during the calendar month prior to such calendar month as the 30-DAY AVERAGE SOFR (or, if such page shall cease to be publicly available or, if the information/description contained on such page, in Lender's sole discretion, shall cease to accurately reflect such 30-DAY AVERAGE SOFR, then such rate as reported by any publicly available recognized source of similar market data selected by Lender that, in Lender's reasonable judgment, accurately reflects such 30-DAY AVERAGE SOFR).

ORIGINATION FEE:

Borrower will pay Northpoint an origination fee in the amount of 1.00% of the invoice cost of each Rental Unit (including Rental Units transferred from Time-Out's pay as sold floorplan line with Northpoint to this program); provided, however, that Borrower will not pay Northpoint an origination fee for any units originally financed by another lender.

ADMINISTRATIVE FEE:

Borrower will pay Northpoint an administrative fee in the amount of \$50.00 on each Rental Unit originally financed by other lenders and refinanced by Northpoint (including Rental Units transferred from Time-Out's pay as sold floorplan line with Northpoint to this program).

ANNUAL INSPECTION FEE:

At each yearly anniversary month of the funding of rental units, a \$25.00 inspection fee will be assessed per unit to cover the costs of a 3rd-party performing physical inspections of the exterior of collateral.

CURTAILMENTS:

<u>Months</u>	<u>Monthly Principal Curtailment Payment</u>
1-12	0.35% of the invoice amount of each Rental Unit
13-24	0.38% of the invoice amount of each Rental Unit
25-36	0.40% of the invoice amount of each Rental Unit
37-48	0.42% of the invoice amount of each Rental Unit
49-60	0.45% of the invoice amount of each Rental Unit
61-72	0.48% of the invoice amount of each Rental Unit
73-84	0.51% of the invoice amount of each Rental Unit
85-96	0.54% of the invoice amount of each Rental Unit
97-108	0.57% of the invoice amount of each Rental Unit
109-119	0.61% of the invoice amount of each Rental Unit
120	Outstanding invoice amount of each Rental Unit due in full

TERM:

Each Rental will be financed for a 10-year (120-month) term.

To the extent this program letter conflicts with any prior program letter between any party hereto and Northpoint, this program letter shall control. To the extent this program letter conflicts with any loan and security agreement between any party hereto and Northpoint or any statement of financial transaction or billing statement issued by Northpoint, such loan and security agreement, statement of financial transaction, and/or billing statement shall control.

This program letter is confidential and proprietary information owned by Northpoint and may not be copied, distributed, or disclosed (in writing or verbally) to third parties without Northpoint's consent. The contents and terms of this program letter should be held in the strictest confidence.

Northpoint reserves the right, in its sole discretion, to suspend or terminate the financing of Rental Unit at any time and for any reason.

All parties hereto agree that this program letter may be completed, signed and delivered by electronic means (including, without limitation, through the DocuSign, Inc. electronic signing system) and in one or more counterparts, each of which shall be (i) an original as if signed manually by hand, and all of the counterparts of which taken together shall constitute one and the same agreement and (ii) a valid and binding agreement and fully admissible in any court of law or otherwise and under any and all provincial and federal rules of evidence. All required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided by Northpoint or made available by Northpoint (if any) to any other party hereto may be sent via email.

NORTHPOINT COMMERCIAL FINANCE

By: 

Print Name: Dan Radley

Title: CEO and President

Agreed & Acknowledged:

TOPPOS, LLC

By: 

Print Name: Neil C Bender, II

Title: Vice President

Date: 1/18/22

TIME OUT COMMUNITIES, LLC

By: 

Print Name: Neil C Bender, II

Title: Vice President

Date: 1/18/22